

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B9400131

PRINT DATE: 10/14/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

CONGRESSIONAL SEAFOOD
7775 CHESAPEAKE BAY COURT

JESSUP, MD 20794
(800)991-8750

REFER QUESTIONS TO:

CALVIN GLADDEN
(410)767-4281
CALVIN.GLADDEN@MARYLAND.GOV

ITB: DGSR8400142

EXPR DATE: 08/31/21
POST DATE: 08/31/18

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
FOR

BLUE-CATFISH (ICTALURUS FURCATUS)

MODIFICATION #1: STATE OF MARYLAND AGENCIES MUST PLACE ORDERS
DIRECTLY WITH MARYLAND CORRECTIONAL ENTERPRISES (MCE)

THIS CONTRACT IS FOR THREE (3) YEARS WITH TWO (2) RENEWAL
OPTIONS.

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO
(2) ONE (1) YEAR RENEWAL OPTIONS AT THE SAME TERMS AND CONDITION

PACKING - THE BLUE-CATFISH FILLETS SHALL BE PACKAGED IN FOUR (4) OUNCE
PORTIONS USING IQF OR CRYOVAC PACKAGING METHODS, NOT EXCEEDING A TOTAL
OF FORTY (40), FOUR (4) OUNCE PORTIONS PER CASE.

THIS IS A THREE (3) YEAR CONTRACT, TENTATIVELY BEGINNING SEPTEMBER 1,
2018 THROUGH AUGUST 30, 2021. THE CONTRACT OR ANY PART OF THE
CONTRACT MAY BE RENEWED FOR TWO (2) ONE-YEAR TERMS BY THE MUTUAL
AGREEMENT BETWEEN DEPARTMENT OF GENERAL SERVICES (DGS) AND THE
CONTRACTOR

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO
(2) ONE (1) YEAR RENEWAL OPTIONS AT THE SAME TERMS AND CONDITIONS.

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TERMS (cont'd):

CONTRACTS WILL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30)

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY ITEM DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

ORDERS FROM AGENCIES MAY BE PLACED WITH THE VENDOR WHO HAS THE LOWEST WRITTEN QUOTED PRICE, WITH CONSIDERATION GIVEN TO DELIVERY REQUIREMENTS, AT THE TIME OF THE AGENCY PROCUREMENT REQUEST.

ELECTRONIC PROCESSING FEE

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

PRICE ESCALATION:

IF NECESSARY, PRICES MAY BE ADJUSTED NINETY (90) DAYS AFTER CONTRACT AWARD IN ACCORDANCE WITH THIS CLAUSE. REQUESTS FOR PRICE ADJUSTMENTS MUST BE RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF THE REQUESTED DATE OF INCREASE. THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE

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TERMS (cont'd):

CTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUR
EMENT OFFICER. ONCE A PRICE INCREASE HAS BEEN GRANTED, NO FURTHER
INCREASE.

A REQUEST FOR PRICE INCREASE SHALL REFLECT THE COMMODITY MARKET
INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT
THE SUPPLIER COST HAS INCREASED. THIS WILL BE ACCOMPLISHED BY
SUBMITTING, TO THE PROCUREMENT OFFICER, A SUPPLIER INVOICE DATED
WITHIN THIRTY (30) DAYS OF BID OPENING (USED TO ESTABLISH A BASE
MARGIN) AND A DATED CURRENT INVOICE FROM THE SUPPLIER REFLECTING THE
INCREASE IN COSTS THAT SUPPORTS THE REQUESTED INCREASE IN CONTRACT
PRICE.

THE PRICE INCREASE ON ALL PRODUCTS WILL BE BASED ON THE U.S
DEPARTMENTT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER
PRICE INDEX (PPI) SEASONALLY ADJUSTED; AND FOR ALL OTHER PRODUCTS
WILL BE BASED ON THE PPI FOR FROZEN SPECIALTY FOODS, NUMBER WPU0285,
NOT SEASONALLY A DJUSTED. THIS CAN BE FOUND AT
[HTTP://WWW.BLS.GOV/PPI/GETDATA.HTM](http://www.bls.gov/ppi/getdata.htm) . THE INCREASE WILL BE BASED ON
THE MOST RECENT SIX-MONTH STATISTICS AVAILA BLE ON THE BLS WEBSITE AT
THE TIME OF THE REQUEST BUT SHALL NOT EXCEED 3% FOR EACH SIX (6)
MONTH PERIOD.

THE PURCHASING OFFICE WILL NOTIFY THE CONTRACTOR IN WRITING OF THE
EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE
CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE
EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND
MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. THE STATE RESERVES
THE RIGHT TO DENY A PRICE INCREASE, IN WHICH CASE, THE CONTRACT FOR
THAT ITEM WILL BE CANCELLED IF REQUESTED BY THE VENDOR. ALTHOUGH EACH
NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE
OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS
RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS.
ANY CONTRACTS WHICH ARE NOT RENEWED WILL BE COMPETITIVELY RE-BID.
ESTIMATED QUANTITIES WILL BE PROVIDED FOR ANY OR ALL RENEWAL OPTIONS.
UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	04040-NR0005	CS	50,000.0000	
CATFISH CHANNEL				

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE